

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE NEWTON PUBLIC SCHOOLS

**PROJECT MANUAL:
SUPPLY AND DELIVER NEW IT NETWORK EQUIPMENT
TO NEWTON PUBLIC SCHOOLS
*INVITATION FOR BID #17-59***

Bid Opening Date: March 2, 2017 at 10:00 a.m.

**JANUARY 2017
Setti D. Warren, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #17-59

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

SUPPLY AND DELIVER NEW IT NETWORK EQUIPMENT TO NEWTON PUBLIC SCHOOLS

Bids will be received until: ***10:00 a.m., Thursday, March 02, 2017**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids, or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., January 26, 2017**.

There will be no charge for contract documents.

Bid surety is **not** required with this bid.

Award will be made to the lowest responsible, and responsive bidder based on the **Grand Total for all items inclusive.** Bidders are required to bid on every item or may be deemed non-responsive.

Purchases under the awarded contract will be made in phases, one in FY17(through June 30, 2017), and one in FY18 (from July 1, 2017 through December , 31, 2017), as funding is available. The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total in accordance with M.G.L. c.30B, §13.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
January 26, 2017

****PLEASE NOTE: Change in Bid Opening Date from what was originally advertised.***

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received **by Friday, February 24, 2017 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #17-59**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #17-59," attached.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#17-59**
 - * NAME OF PROJECT: **Supply & Deliver New IT Network Equipment To Newton Public Schools**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and two **copies**.
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices items (and estimated quantities) set forth in the FY17 & FY 18 New IT Network Equipment Bid Item Sheets attached at pp. 19-21 below. It is the City's intent to award one (1) contract to the responsive and responsible bidder offering the lowest Grand Total. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City has used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

ARTICLE 10 – ENVIRONMENTALLY PREFERABLE PRODUCTS

- 10.1 The City encourages environmentally preferable products, i.e., products or services that have less negative or more positive effects on human health and the environment when compared with competing products or services that serve the same purpose. The city encourages bidders to describe, in the space provided on the Bid Form, the environmental attributes of its goods or services throughout the entire life-cycle, including manufacture, use and disposition. This information may include multiple environmental considerations such as natural resource use, recycled content, energy and water efficiency, greenhouse gas emissions, impact on climate change, packaging, hazardous material use, and health and safety impacts on workers, consumers and the community. If you do not currently assess such attributes, please indicate that. However you respond, the City will not take your information into account in evaluating bid proposals.

- 10.2 Bidders are encouraged also to provide information related to steps they take internally to (a) identify any positive or negative environmental attributes of products or services they offer, as specified above, and (b) insure that those attributes are being addressed as part of operations.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #17-59

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

SUPPLY AND DELIVER NEW IT NETWORK EQUIPMENT TO NEWTON PUBLIC SCHOOLS

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The contract price(s) will be the Grand Total set forth in the ITEM SHEETS.

(Grand Total in words)

_____ and \$ _____
(Written word) (Numerical)

SEE BID ITEM SHEETS FOR ITEM PRICING (see pp. 19-21)

***If an approved equal alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive.**

COMPANY NAME _____

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Debarment Letter, 1 page
- ☐ IRS Form W-9, 1 page
- ☐ Certification of Tax Compliance, 1 page
- ☐ Item Sheets, 3 pages

- F.** The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

- G.** Environmentally preferable products information (which is requested but which will not be considered in awarding a contract):

Description of environmental attributes of Bidder's goods or services:

Steps taken to (a) identify any positive or negative environmental attributes of products or services and (b) insure that those attributes are being addressed as part of operations:

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date _____

Vendor _____

Re: Debarment Letter for Invitation For Bid #17-59

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

PHONE _____ FAX _____
EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶ Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.
13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final.

The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000 each occurrence \$500,000 aggregate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD
RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SCOPE OF SERVICES

NEWTON PUBLIC SCHOOLS

SUPPLY AND DELIVER NEW IT NETWORK EQUIPMENT TO NEWTON PUBLIC SCHOOLS

1.0 Scope

Newton Public Schools “NPS” is accepting bids for New IT Network Equipment as per the Item Sheets attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract. Award will be made to the lowest responsible, and responsive bidder based on the **Grand Total for all items inclusive**. Bidders are required to bid on every item or may be deemed non-responsive. **Purchases under the awarded contract will be made in phases, one in FY17(through June 30, 2017) and one in FY18 (from July 1, 2017 through December , 31, 2017), as funding is available.**

FUNDING IS CONTINGENT ON NPS BUDGET AND E-RATE CATEGORY 2 FUNDING DISCOUNT.

- 1.1 Quantities specified are based on a census taken by NPS. NPS reserves the right to increase or decrease quantities to be ordered within the time limits set forth in the bid, but any increase shall be in accordance with M.G.L. c. 30B, §13 and no increase shall exceed twenty five percent (25%) of the total contract price. Regardless of the quantity of any item purchased by the City hereunder, the unit price for that item shall be the price set forth in the Bidder’s Item Sheets.
- 1.2 In an effort to purchase the quality of product necessary, samples may be required of all bid items unless bidding on the exact product referenced within the bid item description.
- 1.3 All prices shall be F.O.B. Destination inside individual schools.

2.0 Description and Quality

- 2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.
- 2.2 The City encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.

- 2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460 within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

3.0 Delivery

- 3.1 All packages, cartons, or other containers must be clearly marked with a) the school designation, b) a packing slip with contents or item number from specifications, c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.
- 3.2 Deliveries shall be made to one school building the Education Center IT Department located at 100 Walnut Street, Room 208, Newtonville, MA 02460 as per the bid specifications. All deliveries shall be made to the inside of the building and contractors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.
- 3.3 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Forty-eight (48) hours' notice of delivery is required by contacting the IT Department at 617-559-6090. Newton Public Schools shall not be responsible for deliveries that cannot be made because notice was not received in time.
- 3.4 Deliveries are to be completed within sixty (60) calendar days after receipt of the order unless otherwise indicated or notified by the Contractor and approved in writing by the Coordinator of Purchasing, Newton Public Schools.

4.0 Payment

- 4.1 Invoices shall be billed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.
- 4.2 The vendor may offer a discounted E-Rate Category 2 invoice option.
- 4.3 Invoices must be in duplicate, by department, including the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

END OF SECTION

FY17 & FY18 NEW IT NETWORK EQUIPMENT BID ITEM SHEETS:

Equipment quantities are estimates only based on the City's best estimates. The City makes no guarantees as to items actually procured. Regardless of the amount of the actual quantities, the unit price(s) shall be that set forth in these Item Sheets. Bid prices shall include inside delivery as indicated within the scope of this bid. **This purchase will be split among FY17 and FY18 (up through December 2017) as funding is available.** Funding is contingent on NPS budget and E-Rate Category 2 funding discount.

Approved Equal MUST include manufacturer's brand name, product # and unit size with bid.
Award is based on the Grand Total of all items.

Item Number	Description or Approve Equal	Unit Cost	Qty	Total	Approved equal brand, model #, pg# (attach specs)
Ed Center Core Switches – servicing all schools					
C6832-X-LE	Cisco Catalyst 6832-X-Chassis (Standard Tables) or approved equal	\$ _____	2	\$ _____	
S684AEK9-1520SY	Cisco CAT6840-X IOS ADV ENT SERVICES FULL ENCRYPT or approved equal	\$ _____	2	\$ _____	
C6840-X-750W-AC	Power Supply AC-750W or approved equal	\$ _____	4	\$ _____	
CON-SW-C6832XLC	US K-12 Bundled Warranty or approved equal	\$ _____	2	\$ _____	
C6800-OTHER	Catalyst 6800 Other PIN; For Tracking Only or approved equal	\$ _____	2	\$ _____	
L-C4500E-LB-IP	CAT 4500E LAN BASE TO IP BASE S/W UPG LI or approved equal	\$ _____	1	\$ _____	
Carr Elementary					
L-C4500E-LB-IP	CAT 4500E LAN BASE TO IP BASE S/W UPG LI or approved equal	\$ _____	1	\$ _____	
Bigelow Middle					
L-C4500E-LB-IP	CAT 4500E LAN BASE TO IP BASE S/W UPG LI or approved equal	\$ _____	1	\$ _____	
Brown Middle					
L-C4500E-LB-IP	CAT 4500E LAN BASE TO IP BASE S/W UPG LI or approved equal	\$ _____	1	\$ _____	
Day Middle					
L-C4500E-LB-IP	CAT 4500E LAN BASE TO IP BASE S/W UPG LI or approved equal	\$ _____	1	\$ _____	
Oakhill Middle					
L-C4500E-LB-IP	CAT 4500E LAN BASE TO IP BASE S/W UPG LI or approved equal	\$ _____	1	\$ _____	

Franklin Elementary					
WS-C3850-48F-E	Cisco Catalyst 3850 48 Port Full PoE IP Services or approved equal	\$ _____	1	\$ _____	
CON-SW-WSC388FE	US K-12 Bundled Warranty or approved equal	\$ _____	1	\$ _____	
S3850UK9-32-0SE	CAT3850 UNIVERSAL or approved equal	\$ _____	1	\$ _____	
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply or approved equal	\$ _____	1	\$ _____	
CAB-TA-NA	North America AC Type A Power Cable or approved equal	\$ _____	2	\$ _____	
STACK-T1-50CM	50CM Type 1 Stacking Cable or approved equal	\$ _____	1	\$ _____	
AB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM or approved equal	\$ _____	1	\$ _____	
PWR-C1-1100WAC	1100W AC Config 1 Power Supply or approved equal	\$ _____	1	\$ _____	
C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank or approved equal	\$ _____	1	\$ _____	
Williams Elementary					
WS-C3850-48F-E	Cisco Catalyst 3850 48 Port Full PoE IP Services or approved equal	\$ _____	1	\$ _____	
CON-SW-WSC388FE	US K-12 Bundled Warranty or approved equal	\$ _____	1	\$ _____	
S3850UK9-32-0SE	CAT3850 UNIVERSAL or approved equal	\$ _____	1	\$ _____	
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply or approved equal	\$ _____	1	\$ _____	
CAB-TA-NA	North America AC Type A Power Cable or approved equal	\$ _____	2	\$ _____	
STACK-T1-50CM	50CM Type 1 Stacking Cable or approved equal	\$ _____	1	\$ _____	
AB-SPWR-30CM	Catalyst 3750X and 3850 Stack or approved equal Power Cable 30 CM or approved equal	\$ _____	1	\$ _____	
PWR-C1-1100WAC	1100W AC Config 1 Power Supply or approved equal	\$ _____	1	\$ _____	
C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank or approved equal	\$ _____	1	\$ _____	

Ed Center AP Licenses – for wireless controllers servicing all schools					
L-LIC-CT8500-100A	100 AP Adder E-License for Cisco 8500 Wireless Controller or approved equal	\$ _____	9	\$ _____	
CON-SW-LICCT851	US K-12 Bundled Warranty or approved equal	\$ _____	9	\$ _____	
	GRAND TOTAL			\$ _____	

(Grand Total in words)

_____ and \$ _____
 (Written word) (Numerical)

IMPORTANT: Award will be made to the lowest responsive and responsible bidder based on Grand Total for all items inclusive.

APPROVED EQUAL SPECS INCLUDING BRAND NAME, PRODUCT #, UNIT SIZE AND CATALOG CUT MUST BE INCLUDED OR CONTRACTOR MAY BE DEEMED NON-RESPONSIVE.

*If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder.

If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive.

Deliveries to The Education Center is required within sixty (60) calendar days upon receipt of a Purchase Order unless otherwise specified.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Company: _____ **Telephone:** _____ **Fax:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

E-mail _____

END OF SECTION